Company Tracking Number: PS124A.10YR.9

TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed

Product Name: Diversity

PS124A.10YR.9/PS124A.10YR.9 Project Name/Number:

Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: Diversity SERFF Tr Num: NALH-125735182 State: ArkansasLH TOI: A07I Individual Annuities - Special SERFF Status: Closed State Tr Num: 39778

Co Tr Num: PS124A.10YR.9 Sub-TOI: A07I.001 Equity Indexed State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

> Disposition Date: 08/05/2008 Authors: Laurie Christensen,

Deanna Hoffman, Stacy Reece,

Chris Cairns

Date Submitted: 07/29/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: PS124A.10YR.9 Status of Filing in Domicile: Pending

Project Number: PS124A.10YR.9 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Filing concurrently

with state of domicile, lowa.

Deemer Date:

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type: Filing Status Changed: 08/05/2008

Corresponding Filing Tracking Number:

State Status Changed: 08/05/2008

Filing Description:

RE: MIDLAND NATIONAL LIFE INSURANCE COMPANY

NAIC #431-66044 FEIN #46-0164570

New Submission Product Description PS124A.10YR.9 Specifications Page

Created by SERFF on 08/13/2008 01:59 PM

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9
PS124B.9 Additional Benefits Specifications Page

AR199A Interest Adjustment Endorsement II

AR200A Premium Bonus Rider II

AR201A Surrender & Partial Surrender Endorsement

We are filing the above forms for your review and consideration for approval. These are new individual forms and do not replace any form currently on file with your department. These forms will be used on a general basis and will be marketed through our regular channels. These forms are laser printed and we reserve the right to change fonts and layouts. No part of this filing contains unusual or possibly controversial items from normal Company or industry standards. Furthermore, Midland National Life assures you that this filing meets the provisions of Rule & Regulation 19, Regulation 49, and Arkansas Code Ann. 23-79-138.

The chart below illustrates the product design that will be marketed using the forms in this filing and previously approved forms.

Product Design - DIVERSITY

FORM DESCRIPTION FORM NUMBER APPROVAL STATUS

Specifications Page PS124A.10YR.9 PENDING

Additional Benefits Specifications Page PS124B.9 PENDING

Interest Adjustment Endorsement II AR199A PENDING

Premium Bonus Rider II AR200A PENDING

Surrender & Partial Surrender Value Endorsement AR201A PENDING

Base Annuity Contract Form AS124A Previously Approved

Payout Provisions Endorsement AR159A Previously Approved

Penalty-Free Partial Surrender Endorsement AR160A Previously Approved

Annual Point-to-Point with Cap Index Account Endorsement AR153A Previously Approved

Guaranteed Minimum Withdrawal Benefit (GMWB) Rider (optional at issue) AR165A Previously Approved

Monthly Averaging with Cap Index Account Endorsement AR174A Previously Approved

Minimum Guaranteed Contract Value (MGCV) Endorsement AR157A Previously Approved

Monthly Point to Point with Cap Index Account Endorsement AR163A Previously Approved

Nursing Home Confinement Waiver (NHCW) AR194A Previously Approved

Guaranteed Minimum Withdrawal Benefit (GMWB) Rider (optional at issue) AR195A Previously Approved

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

FORM AR199A, Interest Adjustment Endorsement II – This endorsement will add an interest adjustment to the Contract during the Interest Adjustment Period as shown on the Additional Benefits Specifications Page. This endorsement will be available on this product design and may be used with future product designs.

FORM AR200A, Premium Bonus Rider II – This rider will apply a premium bonus percentage to all premiums received during the Premium Bonus Guarantee Period as shown on the Additional Benefits Specifications Page. Upon full or partial surrender the Premium Bonus Amount will be subject to recapture according to the Premium Bonus Recapture Schedule as shown on the Additional Benefits Specifications Page. This rider will be available on this product design and may be used with future product designs.

FORM AR201A, Surrender & Partial Surrender Value Endorsement – This endorsement amends the Surrender Value and Net Partial Surrender Amount sections of the Contract to which it is attached. This endorsement will be available on this product design and may be used with future product designs.

This product design will utilize specifications pages, PS124A.10YR.9. Additional surrender charge schedules may be developed in the future and filed with your department for approval.

The Additional Benefits Specifications Page, PS124B.9, includes information regarding available endorsements and/or riders.

The information bracketed on the Specifications Page is considered to be variable. A statement of variability has been enclosed for additional details regarding the variable information.

Previously approved annuity application form 11292Y, or appropriate state variation, will be used with this product design. This product design will be sold in both qualified and non-qualified markets. Appropriate endorsements, which have been previously approved by your department, will be utilized for the qualified annuities. We will use the NAIC approved Buyer's Guide to Fixed Deferred Annuities and the Equity Indexed Annuity Supplemental Guide.

This product design is compliant with the NAIC model Index Standard Nonforfeiture Law that has been enacted in your state. Please refer to the Actuarial Memorandum for a description of what the Minimum Guaranteed Fixed Account Interest Rate during any given calendar year will be for new issues.

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

If you have further questions concerning this filing, please contact me at 1-877-586-0240 x 35881.

Company and Contact

Filing Contact Information

Dee Hoffman, Product Compliance Analyst dhoffman@mnlife.com
4601 Westown Parkway (877) 586-0240 [Phone]
West Des Moines, IA 50266 (800) 225-1682[FAX]

Filing Company Information

Midland National Life Insurance Company CoCode: 66044 State of Domicile: Iowa

525 W. Van Buren Street Group Code: 431 Company Type: Life and Annuity

Chicago, IL 60607 Group Name: State ID Number:

(800) 800-3656 ext. [Phone] FEIN Number: 46-0164570

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No

Fee Explanation: 5 forms @ \$20 each = \$100.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Midland National Life Insurance Company \$100.00 07/29/2008 21647416

SERFF Tracking Number: NALH-125735182 State: Arkansas State Tracking Number: 39778

Filing Company: Midland National Life Insurance Company

Company Tracking Number: PS124A.10YR.9

TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed

Product Name: Diversity

PS124A.10YR.9/PS124A.10YR.9 Project Name/Number:

Correspondence Summary

Dispositions

Status	Created By	Created On	
Approved	Linda Bird	08/05/2008	08/05/2008

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

Disposition

Disposition Date: 08/05/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Actuarial Certification		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Readability Cert.		Yes
Form	Specifications Page		Yes
Form	Additional Benefits Specifications Page		Yes
Form	Interest Adjustment Endorsement II		Yes
Form	Premium Bonus Rider II		Yes
Form	Surrender and Partial Surrender Endorsement		Yes

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

Form Schedule

Lead Form Number: PS124A.10YR.9

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	PS124A.10 YR.9	Schedule Pages	Specifications Page	Initial		0	PS124A.10Y R.9_ 07-02- 08.pdf
	PS124B.9	Schedule Pages	Additional Benefits Specifications Page	Initial		0	PS124B.9 - Rider Spec Page 07-02- 08.pdf
	AR199A	-	1	Initial		50	AR199A Interest Adjustment II_7-14-08.pdf
	AR200A	Policy/Contract/Fraterral Certificate: Amendment t, Insert Page, Endorsement or Rider	ı	Initial		50	AR200A Premium Bonus Rider II _7-14- 08.pdf
	AR201A	Policy/Con		ılInitial		50	AR201A Surrender and Partial Surrender Endorsement _7-14-08.pdf

SERFF Tracking Number: NALH-125735182 State: Arkansas

Filing Company: Midland National Life Insurance Company State Tracking Number: 39778

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

Endorseme nt or Rider

SPECIFICATIONS PAGE

CONTRACT NUMBER:	[L012345678]
ANNUITANT:	[JOHN DOE]
ISSUE AGE:	[35]
OWNER:	[MARY DOE]
ISSUE DATE:	[JULY 1, 2008]
SEX OF ANNUITANT:	[MALE]
MATURITY DATE:	[JULY 1, 2088]
INITIAL PREMIUM:	[\$20,000.00]
MINIMUM ADDITIONAL PREMIUM:	[\$25]
MAXIMUM ADDITIONAL PREMIUM:	[\$5,000]
MINIMUM GROSS PARTIAL SURRENDER AMOUNT:	[\$500]
MINIMUM ACCUMULATION VALUE:	[\$1,000]

SURRENDER CHARGE PERIOD

Contract Year	Surrender Charge Percentage
1	9%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%
11+	0%

FIXED ACCOUNT:

FIXED ACCOUNT INITIAL PREMIUM: [\$10,000.00]
INITIAL PREMIUM INTEREST RATE: [4.50%]

INITIAL PREMIUM INTEREST RATE GUARANTEE PERIOD: [One] Contract Year

MINIMUM GUARANTEED FIXED ACCOUNT INTEREST RATE: [1.50%]

If you have any questions or concerns, contact your agent or write or call Us at:

Midland National Life Insurance Company

Annuity Service Center

P. O. Box 79907

Des Moines, Iowa 50325-0907

Toll-free telephone: 1-877-586-0244

NURSING HOME CONFINEMENT WAIVER (NHCW)

Nursing Home Confinement Waiver (NHCW) Percentage:

[10.00%]

PREMIUM BONUS RIDER II

Premium Bonus Amount: [\$2,000]
Premium Bonus Percentage: [10%]

Premium Bonus Guarantee Period: [Contract Years 1-6]

Premium Bonus Recapture Schedule:

CONTRACT YEAR	PREMIUM BONUS RECAPTURE PERCENTAGE
[1	[100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%
11+]	0%]

PENALTY FREE PARTIAL SURRENDER ENDORSEMENT

Penalty Free Partial Surrender Percentage: [10%] [After 1st Contract Year]

INTEREST ADJUSTMENT ENDORSEMENT II

Interest Adjustment Period: [10 Years]

MINIMUM GUARANTEED CONTRACT VALUE

MGCV Premium Amount: [100%] of the Initial Premium and

all subsequent premiums, excluding any Premium Bonus

Amount

MGCV Interest Rate: [[2.00%] for all Contract Years]

INDEXED ACCOUNT ENDORSEMENTS

Minimum Fixed Account Allocation:[0%]Minimum Transfer Amount:[\$500.00]

INDEX ACCOUNTS	INITIAL PREMIUM ALLOCATED	INDEX VALUE AT ISSUE	INTEREST CREDIT FACTOR
IADD Onel			_
[APP-Cap]			
[S&P 500®]	[\$5,000.00]	[1,400]	
Index Cap rate ¹			[15.00%]
[Dow Jones Industrial Average (DJIA) sm]	[0]	[10,500]	
Index Cap rate ¹			[15.00%]
[S&P MidCap 400®]	[0]	[1,500]	
Index Cap rate ¹			[15.00%]
[RUSSELL 2000®]	[0]	[1,800]	
Index Cap rate ¹		-	[15.00%]
[NASDAQ-100®]	[0]	[2,000]	
Index Cap rate ¹		., .	[15.00%]
[Dow Jones Euro STOXX 50 sm]	[0]	[1,000]	
Index Cap rate ¹	[-]	[.,.50]	[15.00%]
[Lehman Brothers U.S. Aggregate] ²	[0]	[1,000]	[.3.00,0]
Index Cap rate ¹	[0]	[1,000]	[15.00%]
Index dap rate			[10.00/0]

[MPP-Cap]				
[S&P 500®]	[\$5,000.00]	[1,400]		
Index Cap rate ¹			[3.00%]	
[NASDAQ-100®]	[0]	[2,000]		
Index Cap rate ¹		- •	[3.00%]	

[MA-Cap]				
[S&P 500®]	[0]	[1,400]		
Index Cap rate ¹			[3.00%]	
[Dow Jones Industrial Average (DJIA) sm]	[0]	[10,500]	FO 000/1	
Index Cap rate ¹	[0]	[4 500]	[3.00%]	
[S&P MidCap 400®] Index Cap rate ¹	[0]	[1,500]	[2,000/]	
[RUSSELL 2000®]	[0]	[1,800]	[3.00%]	
Index Cap rate ¹	[O]	[1,000]	[3.00%]	
Index oup rate			[0.0070]	/

¹Guaranteed for [one] Contract Year[s]. [Guaranteed never to go below [3.00%] for APP-Cap]. [Guaranteed never to go below [1.00%] for MPP-Cap]. [Guaranteed never to go below [3.00%] for MA-Cap].

²The Bond Index on any specified date is 100 plus the current total return of the Lehman Brothers U.S. Aggregate Index since inception. Guaranteed for [one] Contract Year[s]. Guaranteed never to go below [[3.00%] for Annual Point-to-Point].

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A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500 Executive Office: One Midland Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

INTEREST ADJUSTMENT ENDORSEMENT II

This Endorsement is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

THIS ENDORSEMENT CONTAINS AN INTEREST ADJUSTMENT WHICH MAY CAUSE THE BENEFITS AND VALUES OF THE ATTACHED CONTRACT TO INCREASE OR DECREASE.

Interest Adjustment: An applicable Interest Adjustment will be calculated by multiplying the Gross Partial Surrender Amount or full surrender amount, by the formula described below:

$$(i_0 - i_t - .005) \times (T)$$

i_o = The current interest rate (excluding any additional interest) when this Contract was issued.

 i_t = The current interest rate (excluding any additional interest) offered for new issues of this Contract.

T= Time in years as follows: Number of days from the date of the partial or full surrender to the end of the current Contract Year divided by 365; plus whole number of years remaining in the Interest Adjustment Period, as shown on the Additional Benefits Specification Page.

An Interest Adjustment will only be made during the Interest Adjustment Period. An Interest Adjustment is only applied to the portion of the partial or full surrender that exceeds any available penalty-free partial surrender amount.

The Interest Adjustment (not including any applicable surrender charges) will not invade total premiums deposited into the contract as follows:

The Interest Adjustment, either positive or negative, will be limited to:

- 1) The total amount of interest credited to the Accumulation Value since the Issue Date; less
- 2) The amount of all prior Interest Adjustments since the Issue Date.

TERMINATION

This Endorsement terminates upon termination of the Contract to which it is attached or the expiration of the Interest Adjustment Period, whichever occurs first.

President



A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500 Executive Office: One Midland Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

PREMIUM BONUS RIDER II

This Rider is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider will be effective upon issuance of the Contract.

BENEFIT

This Rider provides You with the ability to increase each premium we receive during the Premium Bonus Guaranteed Period by the Premium Bonus Percentage as shown on the Additional Benefits Specification Page. If You exercise the Right to Examine provision in the Contract, You will not receive any portion of the Premium Bonus Amount.

Any reference to Initial Premium or subsequent Premium in the Contract or any attached endorsements or riders will now include the Premium Bonus Amount and will be the total of Premium and Premium Bonus Amount.

DEFINITIONS

Premium Bonus Amount: The Premium Bonus Amount is equal to the premium multiplied by the Premium Bonus Percentage during the Premium Bonus Guarantee Period shown on the Additional Benefits Specifications Page.

The Premium Bonus Amount is interest credited to the Accumulation Value of the Contract to which this Rider is attached.

Premium Bonus Percentage: We declare a Premium Bonus Percentage that will be applied to the premiums received during the Premium Bonus Guarantee Period shown on the Additional Benefits Specifications Page. The Premium Bonus Percentage is shown on the Additional Benefits Specifications Page.

Premium Bonus Recapture Amount: Upon a full or partial surrender, the Premium Bonus Amount is subject to recapture according to the Premium Bonus Recapture Schedule. The Premium Bonus Recapture Schedule is shown on the Additional Benefits Specifications Page.

The Premium Bonus Recapture Amount is equal to the lesser of:

Α

- 1) The Gross Partial Surrender Amount or full surrender amount; less the Penalty-Free Partial Surrender Amount, if any; multiplied by
- 2) The Premium Bonus Percentage; multiplied by
- 3) The applicable percentage shown in the Premium Bonus Recapture Schedule.

Or B.

- 1) The Premium Bonus Amount; multiplied by
- 2) The applicable percentage shown in the Premium Bonus Recapture Schedule.

The Premium Bonus Recapture will no longer apply upon the earlier of the date on which the Premium Bonus Recapture Schedule ends or the date all of the Premium Bonus Amount has been recaptured.

The Premium Bonus Recapture Amount is in addition to any applicable Interest Adjustment and/or Surrender Charge amounts that may apply to any partial or full surrender.

TERMINATION

This Rider terminates upon the termination of the Contract to which it is attached or when the Premium Bonus Recapture Schedule ends, whichever occurs first.

President



A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500 Executive Office: One Midland Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

SURRENDER AND PARTIAL SURRENDER ENDORSEMENT

This Endorsement is part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

Section 5.3 in your Contract is amended to read:

- **5.3 Surrender Value:** The Surrender Value is equal to:
 - 1) The Accumulation Value; plus
 - 2) The Interest Adjustment, if any; less
 - 3) The surrender charge, if any; less
 - 4) The Premium Bonus Recapture Amount, if any; less
 - 5) Any applicable Premium Tax.

The Surrender Value cannot be greater than the Accumulation Value, but in no event will it be less than the minimum required by the laws of the state in which this Contract is delivered.

Section 6.3 in your Contract is amended to read:

- **6.3 Net Partial Surrender Amount:** The Net Partial Surrender Amount is equal to:
 - 1) The Gross Partial Surrender Amount; plus
 - 2) The Interest Adjustment, if any; less
 - 3) The surrender charge, if any; less
 - 4) The Premium Bonus Recapture Amount, if any; less
 - 5) Any applicable Premium Tax.

President

Secretary

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/15/2008

Comments:

Please see Filing Letter in Filing Description.

Review Status:

Satisfied -Name: Application 07/15/2008

Comments:

This product will use application form 11292Y, approved by your department on 10-29-2007.

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 07/15/2008

Comments: Attachments:

AR199A Act. Memo..PDF AR200A Act. Memo..PDF

Review Status:

Satisfied -Name: Actuarial Certification 07/29/2008

Comments: Attachment:

PS124A.10YR.9 & PS124B.9 Act. Cert..PDF

Review Status:

Satisfied -Name: Statement of Variability 07/29/2008

Comments: Attachments:

STATEMENT OF VARIABILITY PS124A.10yr.9_7-2-08.pdf STATEMENT OF VARIABILITY PS124B.9_7-2-08.pdf

Review Status:

Satisfied -Name: Readability Cert. 07/29/2008

SERFF Tracking Number: NALH-125735182 State: Arkansas

Filing Company: Midland National Life Insurance Company State Tracking Number: 39778

Company Tracking Number: PS124A.10YR.9

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Diversity

Project Name/Number: PS124A.10YR.9/PS124A.10YR.9

Comments:

Attachment:

ReadabilityCert - 06-30-08.pdf

Midland National Life

Interest Adjustment Endorsement II form no. AR199A

Actuarial Memorandum

DESCRIPTION OF ENDORESMENT

Interest Adjustment: The Interest Adjustment will generally increase the Surrender Value if interest rates have declined and vice versa. The Interest Adjustment is calculated by multiplying the full surrender amount or Gross Partial Surrender Amount by the formula described below:

$$(i_0 - i_1 - .005) \times (T)$$

 i_o = The current interest rate (excluding any additional interest) for the fixed account when this Policy was issued.

 i_t = The current interest rate (excluding any additional interest) for the fixed account offered for new Policies at time of full or partial surrender

T= Time in years as follows:

Number of days from the date of full or partial surrender to the end of the current Policy Year divided by 365; plus whole number of years remaining in the Interest Adjustment Period as shown on the Additional Benefits Specifications Page.

The interest adjustment will only by made during the Interest Adjustment period. An interest adjustment is only applied to the portion of the partial or full surrender that exceeds any available penalty-free partial surrender amount, if available.

The Interest Adjustment, either positive or negative, will be limited to the difference between:

- (a) The sum of any interest credited to the Accumulation Value since the Issue Date; and
- (b) The amount of all prior interest adjustments since the Issue Date.

NONFORFEITURE COMPLIANCE

The underlying annuity to which this endorsement is attached will comply with the Standard Nonforfeiture Law. At no point will an interest adjustment reduce the underlying annuity's Surrender Value less than what is required by the laws at the time of contract issue.

RESERVES

The reserve for the annuity to which this endorsement is attached will reflect any additional benefit provided by this endorsement.

CERTIFICATION

certify that surrender values will equal or exceed the minimum cash values as defined in the NAIC	
Standard Nonforfeiture Law for Individual Deferred Annuities Model Regulation.	

Many Bohn
Marcy Baker, F.S.A, M.A.A.A. Assistant Actuary—Product Development
7/18/08
Date

Midland National Life

Premium Bonus Rider II form no. AR200A

Actuarial Memorandum

DESCRIPTION OF RIDER

This rider provides a premium bonus amount equal to the premium bonus percentage, as shown on the Additional Benefits Specifications page, times the premiums received during the Premium Bonus Guarantee Period, as shown on the Additional Benefits Specifications page. The Premium Bonus Amount is interest credited to the Accumulation Value of the Contract to which this rider is attached. The premium bonus amount is subject to recapture upon partial withdrawals and full surrender during the bonus recapture period as shown on the Additional Benefits Provided By Endorsement or Rider page of the Contract.

The premium bonus recapture amount is equal to the lesser of:

A.

- 1) The gross partial surrender amount or full surrender amount; less the penalty-free partial surrender amount, if any; multiplied by
- 2) The premium bonus percentage; multiplied by
- 3) The applicable percentage shown in the premium bonus recapture schedule.

Or B.

- 1) The premium bonus amount; multiplied by
- 2) The applicable percentage shown in the premium bonus recapture schedule.

The premium bonus recapture will no longer apply upon the earlier of the date on which the premium bonus recapture schedule ends or the date all of the premium bonus amount has been recaptured.

NONFORFEITURE COMPLIANCE

This rider has no cash value. The underlying annuity to which this rider is attached will comply with the Standard Non-forfeiture Law.

RESERVES

Man Roles

Since the Premium Bonus Amount immediately becomes a part of the Accumulation Value, it will be included in the reserve calculation of the underlying annuity.

Marey Baker, F.S.A, M.A.A.A. Assistant Actuary —Product Development									
7/18/08									
Date									

Midland National Life

Actuarial Certification

Flexible Premium Deferred Annuity Specification Pages PS124A.10YR.9 & PS124B.9

The specification page PS124A.10YR.9 & PS124B.9 will be issued with previously approved contract form AS124A.

The Company certifies that the Surrender Value of contract form AS124A with Specification Pages PS124A.10YR.9 & PS124B.9 is guaranteed to be greater than or equal to the minimum nonforfeiture value for all years.

Therefore, the Contract and Specification Page satisfy the minimum value requirement of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities Model Regulation. Exhibit 1 shows that the Contract and Specification Pages satisfy the minimum value requirements of the Standard Nonforfeiture Law. Exhibit 1 also shows that the Contract and Specifications Pages satisfy the prospective test of the Standard Nonforfeiture Law.

Mary Rhy
Marcy Baker, F.S.A., M.A.A.A. Assistant Actuary – Product Development
7/18/2008
Date

Comparison to Standard Nonforfelture Law Minimum Values

End Of Year	Premium (Paid at BOY)	Accumulation Value at 1.00%	Surrender Charge Schedule	Premium Bonus Recapture	Accumulation Value less Surrender Charges less Premium Recapture ¹ (A)	MGCV (B)	Minimum Cash Value≔ Max[(B), (E)] (C)	Surrender Value = Max[(A), (C)] (D)	Minimum SNF ² (E)	Excess = ((D) - (E))	Pass/Fail
1	20,000	22,220	9%	100%	18,220	18,400	18,400	18,400	18.025	375	PASS
2	-	22,442	9%	90%	18,824	18,990	18,990	18,990	18,566	424	PASS
3	-	22,667	8%	80%	19,435	19,592	19,592	19,592	19,123	469	PASS
4	-	22,893	7%	70%	20,051	20,206	20,206	20,206	19.696	510	PASS
5	-	23,122	6%	60%	20.674	20.833	20,833	20.833	20,287	546	PASS
6	-	23,353	5%	50%	21,303	21,472	21,472	21,472	20.896	576	PASS
7	-	23,587	4%	40%	21,938	22,125	22,125	22,125	21,523	602	PASS
8	-	23,823	3%	30%	22,580	22,790	22,790	22,790	22,168	621	PASS
9	-	24,061	2%	20%	23,228	23,469	23,469	23,469	22,834	635	PASS
10		24,302	1%	10%	23,883	24,161	24,161	24,161	23,519	643	PASS
11		24,545	0%	0%	24,545	24,867	24,867	24,867	24,224	643	PASS

Prospective Test³

Issue Age 85

End Of Year	Age	Premium (Paid at BOY)	Accumulation Value at 1.00%	Surrender Charge Schedule	Premium Bonus Recapture	Penalty-Free Amount ⁴	Accumulation Value less Surrender Charges less Premium Recapture ¹ (F)	Projected Guaranteed Maturity Value	Discounted Present Value (G)	Difference = (F) - (G)	Pass/Fail
1	86	20,000	22,220	9%	100%	0%	18,220	29,653	16.698	1.522	PASS
2	87		22,442	9%	90%	10%	18,824	29,653	17,032	1.793	PASS
3	88		22,667	8%	80%	10%	19,435	29,653	17,372	2,062	PASS
4	89		22,893	7%	70%	10%	20,051	29,653	17,720	2,331	PASS
5	90	-	23,122	6%	60%	10%	20,674	29,653	18,074	2,599	PASS
6	91	-	23,353	5%	50%	10%	21,303	29,653	18,436	2,867	PASS
7	92		23,587	4%	40%	10%	21,938	29,653	18,804	3,133	PASS
8	93		23,823	3%	30%	10%	22,580	29,653	19,181	3,399	PASS
9	94		24,061	2%	20%	10%	23,228	29,653	19,564	3,664	PASS
10	95		24,302	1%	10%	10%	23,883	29,653	19,955	3,928	PASS
11	96		24,545	0%	0%	10%	24,545	29,653	20,355	4,190	PASS
12	97	-	24,790	0%	0%	10%	24,790	29,653	20,762	4,029	PASS
13	98		25,038	0%	0%	10%	25,038	29,653	21,177	3,861	PASS
14	99		25,288	0%	0%	10%	25,288	29,653	21,600	3.688	PASS
15	100	-	25,541	0%	0%	10%	25,541	29,653	22,032	3,509	PASS
16	101		25,797	0%	0%	10%	25.797	29,653	22,473	3,324	PASS
17	102	-	26,055	0%	0%	10%	26,055	29,653	22,922	3,132	PASS
18	103	-	26,315	0%	0%	10%	26,315	29,653	23,381	2,934	PASS
19	104	-	26,578	0%	0%	10%	26,578	29,653	23,849	2,730	PASS
20	105		26,844	0%	0%	10%	26,844	29,653	24,326	2,519	PASS
21	106		27,113	0%	0%	10%	27.113	29,653	24,812	2,301	PASS
22	107	-	27,384	0%	0%	10%	27,384	29,653	25,308	2,075	PASS
23	108		27,658	0%	0%	10%	27,658	29,653	25,814	1,843	PASS
24	109		27,934	0%	0%	10%	27,934	29,653	26,331	1,603	PASS
25	110	-	28,214	0%	0%	10%	28,214	29,653	26,857	1,356	PASS
26	111		28,496	0%	0%	10%	28,496	29,653	27,394	1,101	PASS
27	112		28,781	0%	0%	10%	28,781	29,653	27,942	838	PASS
28	113		29,068	0%	0%	10%	29,068	29,653	28,501	567	PASS
29	114		29,359	0%	0%	10%	29,359	29,653	29,071	288	PASS
30	115	•	29,653	0%	0%	10%	29,653	29,653	29,653	-	PASS

^{3:} The above demonstration shows compliance with the prospective test using the maximum issue age and thus shows demonstration for all issue ages since the maturity date is the same for all issue ages.
4: The 10% penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

^{1:} The 10% penalty-free partial surrender amount is excluded from the calculation of applicable surrender charges and premium bonus recapture.

2: The Minimum SNF column is based upon the net considerations (not including the annual contract charge) to demonstrate compliance for all premium levels. Thus, if any given premium level were illustrated all amounts would be proportional to those shown above. If the annual contract charge was included the Excess listed above would be greater, but not necessarily proportional for other premium levels.

STATEMENT OF VARIABILITY FOR Specifications Page - PS124A.10YR.9

The following elements of the Specification Page are variable (listed in order of appearance). Contractholder specific variable information such as name, issue date, etc do not have detailed explanation as the nature of the information is always variable.

CONTRACT NUMBER	Contract Number at issue
ANNUITANT	Annuitant's name at issue
ISSUE AGE	Age of Annuitant at issue
OWNER	Owner's name at issue
ISSUE DATE	Date this contract is issued
SEX OF ANNUITANT	Sex of Annuitant
MATURITY DATE	Date this contract matures and pay-out
	begins
INITIAL PREMIUM	Range of \$25 - \$5,000,000
MINIMUM ADDITIONAL PREMIUM:	Range of \$25 to \$100,000
MAXIMUM ADDITIONAL PREMIUM:	Range of \$0 to \$5,000,000
MINIMUM GROSS PARTIAL SURRENDER	Range of \$100 to \$100,000
AMOUNT:	_
MINIMUM ACCUMULATION VALUE:	Range of \$100 to \$500,000
FIXED ACCOUNT INITIAL PREMIUM:	Initial premium allocated to the Fixed Account
	at issue.
INITIAL PREMIUM INTEREST RATE:	Range of 1% to 20%
INITIAL PREMIUM INTEREST RATE	Range of 1 to 10 year(s).
GUARANTEE PERIOD:	
MINIMUM GUARANTEED FIXED ACCOUNT INTEREST RATE:	Range of 1% to 3%

STATEMENT OF VARIABILITY FOR ADDITIONAL BENEFITS SPECIFICATION PAGE PS124B.9

NURSING HOME CONFINEMENT WAIVER (NHCW)	This line and information below will appear when this endorsement is available.
Nursing Home Confinement Waiver (NHCW) Percentage	Range of 10% - 100%
PREMIUM BONUS RIDER II	This line and information below will appear
TREMION BORGO RIBER II	when this endorsement is available.
Premium Bonus Amount	Range of \$1 - \$1,000,000
Premium Bonus Percentage	Range of 1 – 20%
Premium Bonus Guarantee Period	Contract Years 1 – 10
Premium Bonus Recapture Schedule	Contract Year(s) 1 – 10 – Premium Bonus
Tremain Bende Reduptare Concadio	Recapture Percentage 0% to 100%
PENALTY FREE PARTIAL SURRENDER ENDORSEMENT	This line and information below will appear
	when this endorsement is available.
Penalty Free Partial Surrender Percentage	Range of 1% to 20% and may be available at
Tremany river annual currentaer reventage	issue.
INTEREST ADJUSTMENT ENDORSEMENT II	This line and information below will appear
	when this endorsement is available.
Interest Adjustment Period	Contract Years 1-10
MINIMUM GUARANTEED CONTRACT VALUE	This line and information below will appear
IIIIIIIIIIII GOARARTEED GORTRAGT VALGE	when this endorsement is available.
MGCV Premium Amount	Range of 0% - 100%
MGCV Interest Rate	Range of 1% - 3%
INDEXED ACCOUNT ENDORSEMENTS	This line and information below will appear
INDEXED ACCOUNT ENDONCEMENTO	when index account endorsement(s) is/are
	available.
Minimum Fixed Account Allocation	Range of 0% to 100%
Minimum Transfer Amount	Range of \$100 to \$100,000
Index Accounts	The index(es) is/are variable to allow for a change in the future. The available index(es) may change after issue. If publication of an index is discontinued or the calculation is substantially changed, we may replace it with a comparable index. We also anticipate the possibility of offering additional index(es) in the future as market conditions warrant. At Company discretion we may add or remove index(es) from the Index Account(s).
Initial Premium Allocated	The Initial Premium Allocated to each available index within each available Index Account
Index Value At Issue	Index Value, applicable on the issue date, of each available index.
Interest Credit Factor	The factor, used in the calculation of the Interest Credit, applicable to each index and Index Account on the issue date.
Footnote 1	The Index Cap Rate (footnote ¹) is guaranteed for 1-10 Contract Year(s). The Index Cap Rate is guaranteed to never go below 1% and never above 20% for the MPP, to never go below 1% and never above 40% for the APP and to never go below 1% and never above 40% for MA.
Footnote 2	The Bond Index (footnote ²) is guaranteed for 1-10 Contract Year(s) and is Guaranteed never to go below 1% and never above 40% for APP.

CERTIFICATE OF READABILITY

Midland National Life Insurance Company

Name of Company

This	is to	certify	that the	forms	listed	helow	are in	compliance	with	Public	Act 7	9-300
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A.	<u>Op</u>	tion Selected									
	1.	Policy and its related forms are score	ed for the F	lesch reading ease test as one unit an	d the combined score						
\boxtimes	2.	is listed below. Policy and its related forms are score	ed separatel	y for the Flesch reading ease test							
		Scores for the policy and each form a									
	3.	Form and Form Numbers to which C									
Form			Form Nu	mher	Flesch Score						
	Adi	ustment Endorsement II	AR199A	<u>moor</u>	50.0 when combined						
		onus Rider II	AR200A		with the base						
Surrend	er &	Partial Surrender Endorsement	AR201A		contract						
	Та	et Ontion Colorted									
\boxtimes	1.	st Option Selected Test was applied to entire policy form	m(s)								
Ħ	2.			rain(s) more than 10,000 words. Cor	ov of form(s) enclosed						
		indicating word samples tested.	Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.								
C	Cto	and and a fan Cantification									
C.		undards for Certification checked block indicates the standard ha	as heen ach	ieved:							
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\boxtimes	1.	The policy text achieves a minimum	score of 45	on the Flesch reading ease test in ac	cordance with the						
\boxtimes	2	option chosen in Section A above.	. 4	cointle ded (This does not small to	:C:t:						
	2.	It is printed in not less than ten point schedules and tables.)	type, one p	boint leaded. (This does not apply to	specification pages,						
\boxtimes	3.	The layout and spacing of the policy	separate th	e paragraphs from each other and from	om the border of the						
		paper.	-								
\boxtimes	4.	The section titles are captioned in bo									
\boxtimes	5.	Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.									
\boxtimes	6.	The style, arrangement and overall ap	onearance o	f the policy give no undue prominen	ce to any						
	٠.	portion of the policy or to any endorse									
	7.	A table of contents or an index of the			nis applies only if the						
		policy has more than 3,000 words or	consists of	more than 3 pages.)							
This cer	tific	cation must be signed by an officer of t	he insurer.								
		222									
		Mahre Smarke									
Signatu	Signature . Date <u>07-07-2008</u>										
oignatu				Date07-07-2000							
Michael	Ya	nacheak	2 nd VP Product Development								
Officer'	s Na	ame	-	Officer's Title							